

EXHIBIT 2

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 C.A. No. 11 Civ. 0691 (LAK)

5 -----x
6 CHEVRON CORPORATION,

7 Plaintiff,

8
9 - against -

10 STEVEN DONZIGER, et al.,

11 Defendants.

12 -----x

13 June 25, 2018

14 10:07 a.m.

15 Videotaped Deposition of STEVEN
16 DONZIGER, taken by Plaintiff, pursuant to
17 Order, held at the offices of Gibson Dunn &
18 Crutcher LLP, 200 Park Avenue, New York,
19 New York, before Todd DeSimone, a
20 Registered Professional Reporter and Notary
21 Public of the State of New York.
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1 DONZIGER

2 Q. Is this agreement still
3 operative?

4 A. I think there has been a
5 subsequent agreement.

6 Q. What is the date of the
7 subsequent agreement?

8 A. I don't know, but it was after
9 this date.

10 Q. Do you have a copy of the
11 subsequent agreement?

12 A. I do.

13 Q. And who are the parties to the
14 subsequent agreement?

15 A. I believe it is the FDA and
16 myself.

17 Q. Has Exhibit 558 been
18 terminated?

19 A. I think it's been superseded by
20 the subsequent agreement.

21 Q. Now, in Exhibit 558, your
22 clients consist of the individual Lago
23 Agrio plaintiffs, the FDA, and the UDAPT.
24 Do you see that?

25 A. Yes.

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2 exclusively with the FDA?

3 A. In terms of compensation, legal
4 fees?

5 Q. In terms of your compensation.

6 A. My legal fees, my fees for
7 service, is that what you are talking
8 about?

9 Q. I don't know what the terms
10 are. I'm asking you.

11 A. Well, you've got to be
12 specific. You want the terms of my legal
13 fee? My contingency fee interest, is that
14 what you are asking about?

15 Q. Okay, let's try this: You have
16 entered into an agreement with the FDA?

17 A. Yes.

18 Q. Several years ago, correct?

19 A. Well, two, three years ago, to
20 my best recollection.

21 Q. And you can't narrow it down
22 any more than that?

23 A. Not as I sit here today. I
24 mean, it has happened relatively in that --
25 I believe in that time frame.

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2 Q. Does this agreement -- is it a
3 retainer agreement?

4 A. Yes.

5 Q. Is it governed by New York law?

6 A. I can't answer that as I sit
7 here today. Obviously if I signed it, New
8 York would be governed by New York ethical
9 rules and what have you, but I don't know
10 what the retainer agreement says. I don't
11 have it in front of me right now.

12 Q. Does the agreement that you
13 signed with the FDA in the last couple of
14 years, the retainer agreement, give you a
15 percentage interest in the judgment, the
16 Ecuadorian judgment?

17 A. Yes.

18 Q. What is that percentage
19 interest in the FDA retainer?

20 A. It's the same percentage
21 interest that I have always had, to the
22 best of my knowledge, 6.3 percent.

23 Q. And is that 6.3 percent of the
24 total amount recovered or some other --
25 what is it 6.3 percent of?

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2 A. It is a contingent fee interest
3 in the recovery, any recovery.

4 Q. The total recovery?

5 A. Yeah, obviously subject to
6 court orders, like the constructive trust.
7 So right now, for all practical purposes,
8 it is a nullity. But that is my interest
9 according to my contract.

10 Q. The contract you signed with
11 the FDA, in addition to granting you the
12 contingency fee interest of 6.3 percent,
13 does it provide for any other types of
14 payments to you?

15 A. I don't know. To be clear,
16 though, I have an agreement with my
17 clients, that is the FDA, to be paid a
18 monthly retainer.

19 Q. When did you enter into that
20 agreement?

21 A. We have always had that
22 agreement for years. I rarely got paid
23 because there wasn't enough money, and I
24 occasionally got paid.

25 THE VIDEOGRAPHER: Excuse me, I

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2 agreement, an oral agreement.

3 Q. And is this agreement that you
4 receive a retainer for working for the FDA
5 reflected in your new FDA retainer?

6 A. I don't know an answer to that
7 because I haven't looked at that retainer
8 in preparation for this deposition.

9 Q. In this agreement that you have
10 with the FDA to receive a retainer, what is
11 the amount of the retainer?

12 A. It varies. Right now, or the
13 most recent iteration, was \$25,000 a month.

14 Q. And is there any document
15 confirming that that's your current
16 retainer amount that is signed by the FDA?

17 A. I don't know, but there is a
18 definite agreement with the FDA. But I
19 will say this: I generally don't get paid
20 that amount or get paid anything at all.
21 It all depends on what's available,
22 especially given the rather burdensome, for
23 my client base, demands of the litigation
24 in different jurisdictions, you know, not
25 just this, but Canada and other countries.

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2 organized person when it comes to this, but
3 it is possible that that has happened in
4 all of these accounts at one time or
5 another. And the Ecuador case account was
6 just opened relatively recently because of
7 a situation with Ms. Sullivan.

8 Q. What does that mean?

9 A. That she didn't want to handle
10 the funds anymore.

11 Q. So you have taken money raised
12 in connection with the Ecuador judgment
13 that is intended to pay case expenses to
14 persons other than yourself and deposited
15 it into the accounts shown on the first
16 page of Exhibit 5309?

17 A. Yes, from time to time, I have
18 done that, because that's where the money
19 was held to be able to fund the case.

20 Q. And you have deposited these
21 case monies into these accounts which also
22 contained personal money of yours; is that
23 right?

24 A. Sometimes I have used the
25 accounts, again, because I'm not very

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2 organized, as accounts to hold funds that
3 have been subsequently transferred out to
4 other people to pay case expenses, yes.

5 Q. So am I understanding you that
6 you have commingled case funds with your
7 personal funds?

8 A. No. Commingle is your word.

9 Q. Well, you have put them in the
10 same account, the money, yes?

11 A. It's not commingling as far as
12 I'm concerned. That's an opinion that
13 you're expressing.

14 You know, the money comes in.
15 We almost never have enough money to meet
16 the need and all the bills, and it has to
17 be then sent out in a way to keep the case
18 going. I have done that through the years
19 from time to time.

20 Q. And you keep accurate records
21 of all the case money that comes in and all
22 the case money that flows out, is that
23 right, of your accounts?

24 A. The records are all electronic
25 and easily retrievable. I had brought in

CERTIFICATION

I, TODD DeSIMONE, a Notary Public for
and within the State of New York, do hereby
certify:

That the witness whose testimony as
herein set forth, was duly sworn by me; and
that the within transcript is a true record
of the testimony given by said witness.

I further certify that I am not related
to any of the parties to this action by
blood or marriage, and that I am in no way
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set
my hand this 26th day of June, 2018.



TODD DESIMONE

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